

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Original ABL Agent		01/29/2010	National Association:

RECEIVING PARTY DATA

Name:	Wells Fargo Retail Finance, LLC, as New ABL Agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2776948	BRIDGEWATER
Registration Number:	2200708	COMPLETE HARDWARE & GARDEN
Registration Number:	2704813	LAS SOLUCIONES EXISTEN. !NOSOTROS TE AYUDAMOS A ENCONTRARLAS!
Registration Number:	2967061	LIFETIME PLANT GUARANTEE
Registration Number:	2775762	ORCHARD SUPPLY HARDWARE
Registration Number:	2766925	OSH
Registration Number:	2638912	OSH ORCHARD SUPPLY HARDWARE
Registration Number:	2683582	THE ANSWERS ARE OUT THERE. WE'LL HELP YOU FIND THEM.
Registration Number:	3071123	PACIFIC BAY
Registration Number:	3200849	BLUE RIDGE
Registration Number:	3478057	SWEET SAN CARLOS

CH \$340.00 2776948

Registration Number:	3478056	ORCHARD'S PRIDE
Registration Number:	3511974	ORCHARD SUPER HARDWARE

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	1001810
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	02/08/2010

Total Attachments: 6
source=TM Orchard#page1.tif
source=TM Orchard#page2.tif
source=TM Orchard#page3.tif
source=TM Orchard#page4.tif
source=TM Orchard#page5.tif
source=TM Orchard#page6.tif

ASSIGNMENT OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

WHEREAS, reference is made to: (i) that certain Amended and Restated Senior Secured Credit Agreement, dated as of December 21, 2006, by any between, among others, Orchard Supply Hardware LLC, a Delaware limited liability company with offices at 6450 Via Del Oro, San Jose, CA 95119 (the "Company"), and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent with offices at 270 Park Avenue, 4th Floor, New York, New York 10017 (in such capacity, the "Original ABL Agent") (as amended and in effect, the "Existing Credit Agreement"); (ii) that certain Amended and Restated Pledge and Security Agreement, dated as of December 21, 2006, by any between, among others, the Company and the Original ABL Agent (as amended and in effect, the "Existing Security Agreement"); and (iii) that certain Trademark Security Agreement dated as of June 30, 2009, by and between the Company and the Original ABL Agent, which was recorded with the U.S. Patent and Trademark Office on July 16, 2009, at Reel 004025, Frame 0520 (the "Existing Trademark Agreement" and, together with the Existing Credit Agreement and Existing Security Agreement, the "Existing Agreements").

WHEREAS, reference is further made to: (i) that certain Second Amended and Restated Senior Secured Credit Agreement, dated as of January 29, 2010, by and between, among others, the Company and Wells Fargo Retail Finance, LLC, a Delaware limited liability company, with offices at One Boston Place, 18th Floor, Boston, MA 02108, as administrative agent and collateral agent (the "New ABL Agent") (as amended, restated, or otherwise modified from time to time, the "Amended Credit Agreement"); and (ii) that certain Second Amended and Restated Pledge and Security Agreement, dated as of January 29, 2010, by and between, among others, the Company and the New ABL Agent (as amended, restated, or otherwise modified from time to time, the "Amended Security Agreement").

WHEREAS, pursuant to the Existing Agreements, the Company granted to the Original ABL Agent a security interest in, among other things, the Trademarks (as defined herein).

WHEREAS, pursuant to the Amended Credit Agreement, the Original ABL Agent has resigned as administrative agent and collateral agent under the Existing Agreements.

NOW, THEREFORE, the Original ABL Agent hereby transfers, conveys, assigns, and delivers all of its right, title and interest in the Existing Trademark Agreement to the New ABL Agent, together with any lien and security interest which was granted to the Original ABL Agent pursuant to the Existing Security Agreement and the Existing Trademark Agreement in those trademarks, service marks, applications for trademarks or services marks owned by the Company and identified in Schedule A attached hereto (the "Trademarks").

In accordance with the Amended Credit Agreement and Amended Security Agreement, to all whom it may concern be it known that for, and in consideration of, said agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Original ABL Agent has transferred, conveyed, assigned and delivered and by these presents does hereby transfer, convey, assign and deliver unto the New ABL Agent, its successors, assigns, and legal representatives, the Original ABL Agent's entire right, title and interest in and to the Trademarks, throughout the United States of America, its territories and all foreign countries, together with any and all goodwill related thereto.

In the event of a conflict between this agreement and either the Amended Credit Agreement or Amended Security Agreement, the terms of the Amended Credit Agreement or Amended Security Agreement, as applicable, shall govern and control.

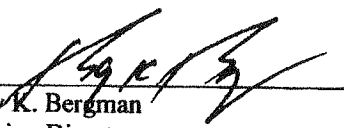
The Original ABL Agent agrees that, upon request of the Company or the New ABL Agent, and

at the Company's sole expense, the Original ABL Agent will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the New ABL Agent to effectuate the assignment of interests contemplated herein.

[signature pages follow]

IN TESTIMONY WHEREOF, the Original ABL Agent has hereunto signed on the date set forth below.

JPMORGAN CHASE BANK, N.A., as Original
ABL Agent


By: 
Name: Barry K. Bergman
Title: Managing Director

Date: January 29, 2010

[Signature Page to Assignment of Grant of Security Interest in US Trademarks]

TRADEMARK
REEL: 004146 FRAME: 0353

Acknowledged and accepted by Orchard Supply Hardware LLC, as Company

By: 
Name: ROBERT M. LYNCH
Title: PRESIDENT & CEO
Date: January 29, 2010

Acknowledged and Accepted by:

WELLS FARGO RETAIL FINANCE, LLC, as New ABL Agent

By: 

Name: Wai Yin Cheng

Title: Assistant Vice President

Date: January 29, 2010

[Signature Page to Assignment of Grant of Security Interest in US Trademarks]

TRADEMARK
REEL: 004146 FRAME: 0355

Schedule A

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Bridgewater	October 21, 2003	2,776,948
Complete Hardware & Garden	October 27, 1998	2,200,708
Las Soluciones Existen. Nosotros Te Ayudamos A Encontrarlas	April 8, 2003	2,704,813
Lifetime Plant Guarantee & Design	July 12, 2005	2,967,061
Orchard Supply Hardware	October 21, 2003	2,775,762
OSH	September 23, 2003	2,766,925
OSH Orchard Supply Hardware & Design	October 22, 2002	2,638,912
The Answers Are Out There. We'll Help You Find Them.	November 12, 2002	2,683,582
Pacific Bay	March 21, 2006	3,071,123
Blue Ridge	January 23, 2007	3,200,849
Sweet San Carlos	July 29, 2008	3,478,057
Orchard's Pride	July 29, 2008	3,478,056
Orchard Super Hardware	October 7, 2008	3,511,974

[Schedule to Assignment of Grant of Security Interest in US Trademarks]